

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of April 28, 1995, between AKF CORP., a Delaware corporation (the "Transferor"), and ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Transferee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Transfer Agreement (as defined below).

1911-2  
FILED 1425

APR 4 1995 - 11:00 AM

**WHEREAS:** the Transferee and the Transferor have entered into an Asset Transfer Agreement dated as of the date hereof (the "Asset Transfer Agreement"), in connection with the sale of, among other things, the special purpose covered hopper and tank railcars described on Schedule 1 (the "Equipment"), subject to the Leases (as defined below), from the Transferor to the Transferee for consideration in the amount and on the terms and conditions provided in the Asset Transfer Agreement; and

**WHEREAS:** the parties now desire to carry out the intent and purpose of the Asset Transfer Agreement by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Leases to the extent they relate to the Equipment to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Leases to the same extent.

**NOW, THEREFORE,** in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

2. Effective as of the date hereof, the Transferor hereby sells, transfers, assigns, conveys, grants and sets over to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this assignment had not been made.

3. Effective as of the date hereof, the Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Leases, and the Transferee hereby covenants and agrees to discharge,

perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the date first above written.

AKF CORP.

By: \_\_\_\_\_  
Name: Monte L. Miller  
Title: Vice President

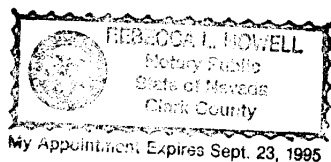
ACF INDUSTRIES, INCORPORATED

By: *J. C. Bates*  
Name: James C. Bates  
Title: Vice President and Chief  
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

STATE OF NEVADA            )  
                                  ) ss.:  
COUNTY OF CLARK         )

On this 17 day of April, 1995, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



*Rebecca L. Howell*  
Notary Public

STATE OF MISSOURI        )  
                                  ) ss.:  
COUNTY OF ST. LOUIS    )

On this            day of April, 1995, before me, personally appeared James C. Bates to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Vice President and Chief Financial Officer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA            )  
                                  ) ss.:  
COUNTY OF CLARK         )

On this         day of April, 1995, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF MISSOURI         )  
                                  ) ss.:  
COUNTY OF ST. LOUIS     )

On this 17<sup>th</sup> day of April, 1995, before me, personally appeared James C. Bates to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Vice President and Chief Financial Officer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NANCY COLLINS  
NOTARY PUBLIC - STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES AUG. 2, 1996

  
\_\_\_\_\_  
Notary Public

SCHEDULE 1

DESCRIPTION OF EQUIPMENT

Each of the special purpose covered hopper and tank railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth on Annex X hereto.

DESCRIPTION OF LEASES

Each of the user leases or lease schedules or riders with the contract rider number and the named lessee set forth in Annex Y hereto insofar as it relates to the covered hopper and tank railcars with the car numbers set forth on Annex Y hereto.

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ANNEX X

ACFX	45012	ACFX	51956
ACFX	45035	ACFX	51957
ACFX	45038	ACFX	51958
ACFX	45040	ACFX	51961
ACFX	45042	ACFX	51963
ACFX	45043	ACFX	51965
ACFX	45044	ACFX	51972
ACFX	45045	ACFX	51973
ACFX	45046	ACFX	51976
ACFX	45047	ACFX	51977
ACFX	45048	ACFX	65601
ACFX	45049	ACFX	65602
ACFX	45050	ACFX	65603
ACFX	45051	ACFX	65604
ACFX	45052	ACFX	65605
ACFX	45881	ACFX	65606
ACFX	45882	ACFX	65607
ACFX	45883	ACFX	65608
ACFX	45884	ACFX	65609
ACFX	45885	ACFX	65610
ACFX	45886	ACFX	65611
ACFX	45887	ACFX	65612
ACFX	45888	ACFX	65613
ACFX	45889	ACFX	65614
ACFX	45890	ACFX	65615
ACFX	45891	ACFX	65616
ACFX	45892	ACFX	65617
ACFX	51933	ACFX	65618
ACFX	51934	ACFX	65619
ACFX	51935	ACFX	65620
ACFX	51936	ACFX	65621
ACFX	51937	ACFX	65622
ACFX	51938	ACFX	65623
ACFX	51939	ACFX	65624
ACFX	51940	ACFX	65625
ACFX	51941	ACFX	65626
ACFX	51942	ACFX	65627
ACFX	51943	ACFX	65628
ACFX	51944	ACFX	65629
ACFX	51945	ACFX	72901
ACFX	51946	ACFX	72902
ACFX	51947	ACFX	72903
ACFX	51948	ACFX	72904
ACFX	51949	ACFX	72905
ACFX	51950	ACFX	72906
ACFX	51951	ACFX	72907
ACFX	51952	ACFX	72908
ACFX	51953	ACFX	72909
ACFX	51954	ACFX	72910
ACFX	51955	ACFX	72911

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ANNEX X

ACFX	72912	ACFX	72962
ACFX	72913	ACFX	72963
ACFX	72914	ACFX	72964
ACFX	72915	ACFX	72965
ACFX	72916	ACFX	72966
ACFX	72917	ACFX	72967
ACFX	72918	ACFX	72968
ACFX	72919	ACFX	72969
ACFX	72920	ACFX	72970
ACFX	72921	ACFX	73125
ACFX	72922	ACFX	73126
ACFX	72923		
ACFX	72924		
ACFX	72925		
ACFX	72926		
ACFX	72927		
ACFX	72928		
ACFX	72929		
ACFX	72930		
ACFX	72931		
ACFX	72932		
ACFX	72933		
ACFX	72934		
ACFX	72935		
ACFX	72936		
ACFX	72937		
ACFX	72938		
ACFX	72939		
ACFX	72940		
ACFX	72941		
ACFX	72942		
ACFX	72943		
ACFX	72944		
ACFX	72945		
ACFX	72946		
ACFX	72947		
ACFX	72948		
ACFX	72949		
ACFX	72950		
ACFX	72951		
ACFX	72952		
ACFX	72953		
ACFX	72954		
ACFX	72955		
ACFX	72956		
ACFX	72957		
ACFX	72958		
ACFX	72959		
ACFX	72960		
ACFX	72961		

161 CARS

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ANNEX Y

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
81	CARGILL INCORPORATED	5155	ACFX 51939	H	1989	04/01/94	03/31/99	20
		5155	ACFX 51940	H	1989	04/01/94	03/31/99	
		5155	ACFX 51941	H	1989	04/01/94	03/31/99	
		5155	ACFX 51942	H	1989	04/01/94	03/31/99	
		5155	ACFX 51943	H	1989	04/01/94	03/31/99	
		5155	ACFX 51944	H	1989	04/01/94	03/31/99	
		5155	ACFX 51945	H	1989	04/01/94	03/31/99	
		5155	ACFX 51946	H	1989	04/01/94	03/31/99	
		5155	ACFX 51947	H	1989	04/01/94	03/31/99	
		5155	ACFX 51948	H	1989	04/01/94	03/31/99	
		5155	ACFX 51949	H	1989	04/01/94	03/31/99	
		5155	ACFX 51950	H	1989	04/01/94	03/31/99	
		5155	ACFX 51951	H	1989	04/01/94	03/31/99	
		5155	ACFX 51952	H	1989	04/01/94	03/31/99	
		5155	ACFX 51953	H	1989	04/01/94	03/31/99	
81	CARGILL INCORPORATED	5155	ACFX 51954	H	1989	04/01/94	03/31/99	7
		5155	ACFX 51955	H	1989	04/01/94	03/31/99	
		5155	ACFX 51956	H	1989	04/01/94	03/31/99	
		5155	ACFX 51957	H	1989	04/01/94	03/31/99	
		5155	ACFX 51958	H	1989	04/01/94	03/31/99	
230	GRAIN PROCESSING CORP	5156	ACFX 51961	H	1989	10/01/94	09/30/99	20
		5156	ACFX 51963	H	1989	10/01/94	09/30/99	
		5156	ACFX 51965	H	1989	10/01/94	09/30/99	
		5156	ACFX 51972	H	1989	10/01/94	09/30/99	
		5156	ACFX 51973	H	1989	10/01/94	09/30/99	
230	GRAIN PROCESSING CORP	5156	ACFX 51976	H	1989	10/01/94	09/30/99	7
		5156	ACFX 51977	H	1989	10/01/94	09/30/99	
		5019	ACFX 72901	T	1989	03/01/89	02/28/94	
		5019	ACFX 72902	T	1989	03/01/89	02/28/94	
		5019	ACFX 72903	T	1989	03/01/89	02/28/94	
252	J M HUBER CORPORATION	5019	ACFX 72904	T	1989	03/01/89	02/28/94	7
		5019	ACFX 72905	T	1989	03/01/89	02/28/94	
		5019	ACFX 72906	T	1989	03/01/89	02/28/94	
		5019	ACFX 72907	T	1989	03/01/89	02/28/94	
		5019	ACFX 72908	T	1989	03/01/89	02/28/94	
5019		5019	ACFX 72909	T	1989	03/01/89	02/28/94	7
		5019	ACFX 72910	T	1989	03/01/89	02/28/94	
		5019	ACFX 72911	T	1989	03/01/89	02/28/94	
		5019	ACFX 72911	T	1989	03/01/89	02/28/94	
		5019	ACFX 72911	T	1989	03/01/89	02/28/94	



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ANNEX Y

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
5019		ACFX	72912	T	1989	03/01/89	02/28/94	
5019		ACFX	72913	T	1989	03/01/89	02/28/94	
5019		ACFX	72914	T	1989	03/01/89	02/28/94	
5019		ACFX	72915	T	1989	03/01/89	02/28/94	
5019		ACFX	72916	T	1989	03/01/89	02/28/94	
5019		ACFX	72917	T	1989	03/01/89	02/28/94	
5019		ACFX	72918	T	1989	03/01/89	02/28/94	
5019		ACFX	72919	T	1989	03/01/89	02/28/94	
5019		ACFX	72920	T	1989	03/01/89	02/28/94	
5019		ACFX	72921	T	1989	03/01/89	02/28/94	
5019		ACFX	72922	T	1989	03/01/89	02/28/94	
5019		ACFX	72923	T	1989	03/01/89	02/28/94	
5019		ACFX	72924	T	1989	03/01/89	02/28/94	
5019		ACFX	72925	T	1989	03/01/89	02/28/94	
5019		ACFX	72926	T	1989	03/01/89	02/28/94	
5019		ACFX	72927	T	1989	03/01/89	02/28/94	
5019		ACFX	72928	T	1989	03/01/89	02/28/94	
5019		ACFX	72929	T	1989	03/01/89	02/28/94	
5019		ACFX	72930	T	1989	03/01/89	02/28/94	
5019		ACFX	72931	T	1989	03/01/89	02/28/94	
5019		ACFX	72932	T	1989	03/01/89	02/28/94	
5019		ACFX	72933	T	1989	03/01/89	02/28/94	
5019		ACFX	72934	T	1989	03/01/89	02/28/94	
5019		ACFX	72935	T	1989	03/01/89	02/28/94	
5019		ACFX	72936	T	1989	03/01/89	02/28/94	
5019		ACFX	72937	T	1989	03/01/89	02/28/94	
5019		ACFX	72938	T	1989	03/01/89	02/28/94	
5019		ACFX	72939	T	1989	03/01/89	02/28/94	
5019		ACFX	72940	T	1989	03/01/89	02/28/94	
5019		ACFX	72941	T	1989	03/01/89	02/28/94	
5019		ACFX	72942	T	1989	03/01/89	02/28/94	
5019		ACFX	72943	T	1989	03/01/89	02/28/94	
5019		ACFX	72944	T	1989	03/01/89	02/28/94	
5019		ACFX	72945	T	1989	03/01/89	02/28/94	
5019		ACFX	72946	T	1989	03/01/89	02/28/94	
5019		ACFX	72947	T	1989	03/01/89	02/28/94	
5019		ACFX	72948	T	1989	03/01/89	02/28/94	
5019		ACFX	72949	T	1989	03/01/89	02/28/94	
5019		ACFX	72950	T	1989	03/01/89	02/28/94	
5019		ACFX	72951	T	1989	03/01/89	02/28/94	

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LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
5019	ACFX	72952	T	1989	03/01/89	02/28/94		
5019	ACFX	72953	T	1989	03/01/89	02/28/94		
5019	ACFX	72954	T	1989	03/01/89	02/28/94		
5019	ACFX	72955	T	1989	03/01/89	02/28/94		
5019	ACFX	72956	T	1989	03/01/89	02/28/94		
5019	ACFX	72957	T	1989	03/01/89	02/28/94		
5019	ACFX	72958	T	1989	03/01/89	02/28/94		
5019	ACFX	72959	T	1989	03/01/89	02/28/94		
5019	ACFX	72960	T	1989	03/01/89	02/28/94		
5019	ACFX	72961	T	1989	03/01/89	02/28/94		
5019	ACFX	72962	T	1989	03/01/89	02/28/94		
5019	ACFX	72963	T	1989	03/01/89	02/28/94		
5019	ACFX	72964	T	1989	03/01/89	02/28/94		
5019	ACFX	72965	T	1989	03/01/89	02/28/94		
5019	ACFX	72966	T	1989	03/01/89	02/28/94		
5019	ACFX	72967	T	1989	03/01/89	02/28/94		
5019	ACFX	72968	T	1989	03/01/89	02/28/94		
5019	ACFX	72969	T	1989	03/01/89	02/28/94		
5019	ACFX	72970	T	1989	03/01/89	02/28/94		
5083	ACFX	73125	T	1989	07/01/89	06/30/96		70
5083	ACFX	73126	T	1989	07/01/89	06/30/96		
5220	ACFX	45035	H	1989	08/01/94	07/31/99		2
5220	ACFX	45038	H	1989	08/01/94	07/31/99		
5220	ACFX	45040	H	1989	08/01/94	07/31/99		
5220	ACFX	45042	H	1989	08/01/94	07/31/99		
5220	ACFX	45043	H	1989	08/01/94	07/31/99		
5220	ACFX	45044	H	1989	08/01/94	07/31/99		
5220	ACFX	45045	H	1989	08/01/94	07/31/99		
5220	ACFX	45046	H	1989	08/01/94	07/31/99		
5220	ACFX	45047	H	1989	08/01/94	07/31/99		
5220	ACFX	45048	H	1989	08/01/94	07/31/99		
5220	ACFX	45049	H	1989	08/01/94	07/31/99		
5220	ACFX	45050	H	1989	08/01/94	07/31/99		
5220	ACFX	45051	H	1989	08/01/94	07/31/99		
5220	ACFX	45052	H	1989	08/01/94	07/31/99		
6012	ACFX	45881	H	1994	11/01/94	10/31/99		
6012	ACFX	45882	H	1994	11/01/94	10/31/99		
6012	ACFX	45883	H	1994	11/01/94	10/31/99		

252 J M HUBER CORPORATION  
392 NATIONAL STARCH AND CHEMICAL COMP  
438 PENFORD PRODUCTS CO.

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ANNEX Y

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
438 PENFORD PRODUCTS CO. 517 STONE CONTAINER CORP. 517 STONE CONTAINER CORP. 568 EASTMAN CHEMICAL COMPANY		6012	ACFX 45884	H	1994	11/01/94	10/31/99	26
		6012	ACFX 45885	H	1994	11/01/94	10/31/99	
		6012	ACFX 45886	H	1994	11/01/94	10/31/99	
		6012	ACFX 45887	H	1994	11/01/94	10/31/99	
		6012	ACFX 45888	H	1994	11/01/94	10/31/99	
		6012	ACFX 45889	H	1994	11/01/94	10/31/99	
		6012	ACFX 45890	H	1994	11/01/94	10/31/99	
		6012	ACFX 45891	H	1994	11/01/94	10/31/99	
		6012	ACFX 45892	H	1994	11/01/94	10/31/99	
		5227	ACFX 45012	H	1989	08/01/94	07/31/99	
568 EASTMAN CHEMICAL COMPANY 620 UNITED STATES GYPSUM COMPANY		5081	ACFX 65604	H	1989	05/01/94	04/30/99	1
		5081	ACFX 65608	H	1989	05/01/94	04/30/99	
		5081	ACFX 65609	H	1989	05/01/94	04/30/99	
		5081	ACFX 65610	H	1989	05/01/94	04/30/99	
		5081	ACFX 65617	H	1989	05/01/94	04/30/99	
		5081	ACFX 65618	H	1989	05/01/94	04/30/99	
		5081	ACFX 65619	H	1989	05/01/94	04/30/99	
		5081	ACFX 65623	H	1989	05/01/94	04/30/99	
		5148	ACFX 51934	H	1989	03/01/94	02/28/99	
		5148	ACFX 51935	H	1989	03/01/94	02/28/99	
620 UNITED STATES GYPSUM COMPANY 1372 LUZENAC AMERICA, INC. 1372 LUZENAC AMERICA, INC. 1388 HUNTSMAN POLYPROPYLENE CORP		5148	ACFX 51936	H	1989	03/01/94	02/28/99	8
		5148	ACFX 51937	H	1989	03/01/94	02/28/99	
		5148	ACFX 51938	H	1989	03/01/94	02/28/99	
		5131	ACFX 51933	H	1989	03/01/94	02/28/99	
		6347	ACFX 65601	H	1989	12/01/94	04/30/99	
		6347	ACFX 65602	H	1989	12/01/94	04/30/99	
		6347	ACFX 65603	H	1989	12/01/94	04/30/99	
		6347	ACFX 65605	H	1989	12/01/94	04/30/99	
		6347	ACFX 65606	H	1989	12/01/94	04/30/99	
		6347	ACFX 65607	H	1989	12/01/94	04/30/99	
620 UNITED STATES GYPSUM COMPANY 1372 LUZENAC AMERICA, INC. 1372 LUZENAC AMERICA, INC. 1388 HUNTSMAN POLYPROPYLENE CORP		6347	ACFX 65611	H	1989	12/01/94	04/30/99	5
		6347	ACFX 65612	H	1989	12/01/94	04/30/99	
		6347	ACFX 65613	H	1989	12/01/94	04/30/99	
		6347	ACFX 65614	H	1989	12/01/94	04/30/99	
		6347	ACFX 65615	H	1989	12/01/94	04/30/99	
		5131	ACFX 51933	H	1989	03/01/94	02/28/99	
		6347	ACFX 65601	H	1989	12/01/94	04/30/99	
		6347	ACFX 65602	H	1989	12/01/94	04/30/99	
		6347	ACFX 65603	H	1989	12/01/94	04/30/99	
		6347	ACFX 65605	H	1989	12/01/94	04/30/99	

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ANNEX Y

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR		TYPE OF CAR	YEAR BUILT	LEASE		TOTAL CARS
			IDENT				EFFECTIVE DATE	LEASE EXPIRATION DATE	
		6347	ACFX	65616	H	1989	12/01/94	04/30/99	
		6347	ACFX	65620	H	1989	12/01/94	04/30/99	
		6347	ACFX	65621	H	1989	12/01/94	04/30/99	
		6347	ACFX	65622	H	1989	12/01/94	04/30/99	
		6347	ACFX	65624	H	1989	12/01/94	04/30/99	
		6347	ACFX	65625	H	1989	12/01/94	04/30/99	
		6347	ACFX	65626	H	1989	12/01/94	04/30/99	
		6347	ACFX	65627	H	1989	12/01/94	04/30/99	
		6347	ACFX	65628	H	1989	12/01/94	04/30/99	
		6347	ACFX	65629	H	1989	12/01/94	04/30/99	

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perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

*IN WITNESS WHEREOF*, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the date first above written.

AKF CORR.

By: 

Name: Monte L. Miller  
Title: Vice President

ACF INDUSTRIES, INCORPORATED

By: \_\_\_\_\_

Name: James C. Bates  
Title: Vice President and Chief  
Financial Officer

[Signature Page to Assignment and Assumption Agreement]